

# Exhibit B

As of November 15, 2023

Blakel, Inc.  
f/s/o Blake Lively  
c/o WME Entertainment  
9601 Wilshire Blvd., 3<sup>rd</sup> Floor  
Beverly Hills, CA 90210  
Attn: Warren Zavala  
e-Mail: [REDACTED]

Copy to:  
Sloane Offer Weber and Dern LLP  
10100 Santa Monica Blvd., Suite 750  
Los Angeles, CA 90067  
Attn: David Weber and Lindsey  
Strasberg  
e-Mail: [REDACTED]

REFERENCE IS MADE to that certain actor agreement (“**Agreement**”), dated as of **May 5, 2023** between IT ENDS WITH US MOVIE, LLC (“**Company**”) and BLAKEL, INC. (“**Lender**”) for the acting and related services of Blake Lively (“**Artist**”) in connection with the motion picture currently entitled “IT ENDS WITH US” (“**Picture**”).

WHEREAS, the parties wish to confirm the conditions under which Lender has agreed to cause Artist to render acting services on the Picture following the break in production of the Picture related to the 2023 WGA and SAG-AFTRA labor strikes.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company agrees to the following additional terms and conditions in connection with Artist’s services and use of Artist’s results and proceeds in the Picture which shall be deemed incorporated into the Agreement.

1. An intimacy coordinator must be present at all times when Artist is on set.
2. With respect to Artist, any and all rehearsal, filming, reviewing of video playback or dailies and/or any other interaction with any scene involving simulated sex, nudity and/or partial nudity shall be restricted to those persons with essential business reasons for being present (“**Essential Personnel**”) as approved by Artist and Todd Black as further described in the nudity rider attached as Schedule I hereto (“**Nudity Rider**”).
3. There is to be no spontaneous improvising of any scenes involving intimate/sexual physical touching, simulated sex, or nudity with respect to Artist. Scenes involving Artist that involves kissing, depictions of sexual intercourse, or any other intimate/sexual physical touching must be contained in the screenplay (i.e., the most up to date draft approved by Artist in writing), choreographed in advance in the presence of the intimacy coordinator, and may only proceed as choreographed with the consent of all participants in advance.
4. Physical touching and/or comments on Artist’s physical appearance must only be done/made in connection with the character and scene work, not as to Artist personally. Except as written into the screenplay or as strictly required in connection with make-up or costume preparation, there is to be no physical touching (including hugging) of Artist, her on-set personnel and/or her employees.
5. There are to be no discussions with Artist of personal experiences with sex or nudity, including as it relates to conduct with spouses or others.



6. No one will enter, attempt to enter, interrupt, pressure, or request entrance to Artist's trailer while she is in a state of undress for any reason.
7. There shall be no rehearsal or filming of Artist (including Artist's approved body double) of any nudity, partial nudity and/or simulated sex except as expressly permitted in accordance with the Nudity Rider. Any such footage of Artist (or Artist's body double) previously shot without the Nudity Rider in place may not be used without Artist's and her legal representatives' prior, written consent.
8. Artist may have a representative of her choosing present with her on set for the remainder of the rehearsal and shooting days, including while on a closed set.
9. If Artist is exposed to COVID-19, she must be provided notice as soon as possible after Wayfarer or any producer or production executive becomes aware of such exposure.
10. There shall be no retaliation of any kind against Artist for raising concerns about the conduct described in this letter or for these requirements. Any changes in attitude, sarcasm, marginalization or other negative behavior, either on set or otherwise, including during publicity and promotional work, as a result of these requests is retaliatory and unacceptable, and will be met with immediate action.
11. Except as otherwise agreed by Artist, while Artist is on set, Sony must have a mutually-approved representative (Ange Giannetti is hereby approved) on set for the remainder of the rehearsal and shooting days, including on a closed set, to actively supervise the production, including monitoring the safety of the cast and crew, ensuring compliance with the schedule and overseeing logistics, problem solving and creative issues.
12. Wayfarer will engage an additional, experienced A-level producer, approved by Artist (Todd Black is hereby approved) (the "Approved Producer"), to actively supervise the production, including monitoring the safety of the cast and crew, ensuring compliance with the schedule and overseeing logistics, problem solving and creative issues provided that Company shall have the right to approve the agreement with the Approved Producer.
13. Wayfarer must empower any existing third party producer with appropriate and customary authority to actively supervise the production, including monitoring the safety of the cast and crew, ensuring compliance with the schedule and overseeing logistics, problem solving and creative issues.
14. Wayfarer will engage an A-list stunt double, approved by Artist (Lauren Shaw approved as stunt double), to rehearse and perform any scenes involving the character "Lily" that depicts rape or any act of sexual violence. Artist will only perform close-up work or other pre-approved shots for such scenes. In addition, Wayfarer to engage Artist-approved body doubles for both characters (i.e., "Lily" and "Ryle") for all simulated sex scenes (Cole Mason approved as body double for "Ryle"). Wayfarer will use reasonable good faith commercial efforts to engage the same Artist-approved individual as Artist's body double and stunt double.
15. Any rehearsal or shooting involving Artist, or any other performer depicting the character of "Lily," that involves nudity (including partial nudity) or simulated sex must be conducted strictly in accordance with the Nudity Rider and must adhere to the final, Artist-approved script. For the avoidance of doubt, there will be no use of footage in the Picture

that depicts any underage character or underage actor engaged in sexual intercourse or any form of penetration.

16. Any and all day players that participate in any way in scenes with Artist involving nudity, partial nudity and/or simulated sex must be engaged through customary industry talent agencies and not through personal connections of the director and/or producer.
17. At Artist's election, an all-hands, in-person meeting before production resumes which will include the director, the existing producers, the Sony representative, the Approved Producer, Artist and Artist's designated representatives to confirm and approve a plan for implementation of the above that will be adhered to for the physical and emotional safety of Artist, her employees and all the cast and crew moving forward.

In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this side letter agreement, the terms and conditions of this side letter agreement shall control.

ACKNOWLEDGED, AGREED TO & ACCEPTED

**IT ENDS WITH US MOVIE LLC**

By: \_\_\_\_\_

Name: Jamey Heath

Its: President



**BLAKEL, INC.**

By: \_\_\_\_\_

Name: Blake Lively

Its: Authorized Signatory









Schedule I

Nudity Rider



Title	Protection Side Letter / Lively / It Ends With Us
File name	Lively - It Ends ... ----- (002).pdf
Document ID	a03c41e174de32bb29130ca60a9b87e28b02e70e
Audit trail date format	MM / DD / YYYY
Status	<span>●</span> Signed

Document History

 SENT	01 / 19 / 2024 05:03:35 UTC	Sent for signature to Jamey Heath ( <span></span> ) from ( <span></span> ) IP: 172.251.165.158
 VIEWED	01 / 19 / 2024 05:04:39 UTC	Viewed by Jamey Heath ( <span></span> ) IP: 209.220.51.62
 SIGNED	01 / 19 / 2024 05:05:00 UTC	Signed by Jamey Heath ( <span></span> ) IP: 209.220.51.62
 COMPLETED	01 / 19 / 2024 05:05:00 UTC	The document has been completed.